

Chicago Teachers' Pension Fund EGWP RFP

1 Introduction

1.1 Overview and Background

The Chicago Teachers' Pension Fund (CTFP /the Fund) administers a health insurance program that covers the eligible retired teachers of the Chicago Public School and their eligible dependents. The Fund Office is located in Chicago, Illinois. Segal Consulting is authorized to prepare, request and analyze EGWP PBM proposal on behalf of the Fund.

The Fund offers a self-insured Employer Group Wavier Plan (EGWP) for Medicare-eligible members. The current EGWP provider is Express Scripts, Inc. (ESI). ESI is the separate, carve-out prescription drug benefits administrator for members enrolled with the UnitedHealthcare (UHC) Group Medicare Advantage PPO and AARP Medicare Supplement Plan F (UHC) plans. The EGWP covers a total of 16,621 eligible retiree and dependent lives. Open enrollment was held from October 1st through October 31st, 2017 for calendar year 2018.

The Fund is seeking a proactive Pharmacy Benefits Manager (PBM) EGWP Provider who is able to provide innovative solutions with responsiveness and flexibility regarding clinical management, while maintaining high service levels to both the Fund and its members. The selected vendor will need to prove their ability to manage prescription drug utilization and control spend. The Fund is interested in providing a high quality program to its members with continuity of service for all members. The Fund has a strong relationship with its retirees and wants to maintain this bond. We are requesting self-funded EGWP proposals for a January 1, 2019 effective date.

The 2018 copayments, which are expected to remain for 2019, per prescription for Generic, Preferred Brand, and Non-preferred Brand drugs are \$10, \$30, and \$50, respectively, via the 30-Day Retail channel (Value Network), \$25, \$75, and \$125 via the 90-Day Retail channel, and \$20, \$60, and \$100, respectively, via the Mail-order channel.

The Fund offers **continuous coverage through the donut hole/coverage gap** and the member cost shares generally stays the same as the copays listed above. The Fund does **NOT cover Non-Medicare Part D drugs** (for example, lifestyle drugs for erectile dysfunction). **Medicare Part B drugs**, including diabetic supplies, **are not** covered and are processed by the medical plan. Vaccinations Flu shots and shots to prevent pneumococcal infections are covered under Part B.

The Fund implements various clinical management programs to help control cost while maintaining clinically appropriate access to medications for Fund members. The Fund's copay structure is as listed below and prescription drug coverage is provided through the coverage gap and predominantly stays the same as the copays listed on the following page:

Drug Type	Retail (1-31 Days' Supply)	Retail 90 Days' Supply	Mail Order
Generic	\$10	\$25	\$20
Brand Preferred	\$30*	\$75	\$60
Brand Non-Preferred	\$50*	\$125	\$100
Specialty	\$50	\$125	\$100

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New in 2018, a Preferred Value network was introduced that allows the members' prescription copays to remain the same as they were in 2017. The Preferred Value network contains 26,000 pharmacies including Walgreens, Costco, Kroger, Wal-Mart, and more. *Prescriptions not filled within the Preferred Value network will incur an increase in cost of \$5 per prescription. This copay change does not affect mail order prescriptions. Also, ESI excludes most compound drugs.

The Fund currently utilizes, and is requesting, **a narrow/value pharmacy network**. The Fund currently has a suite of utilization management programs in place, and is requesting proposals **including available utilization management programs**. The Fund is requesting proposals assuming the utilization of a **standard EGWP formulary with drug exclusions**. The Fund currently utilizes, and is requesting an **open specialty** arrangement. **A 12-month claims history through December 31, 2017 will be provided to you as soon as we receive your organization's Intent to Bid form on the final page of this document.**

1.2 A Hybrid Transparent pricing proposal is requested for the Fund. The pricing proposal allows for spread-pricing at retail but should include 100% pass-through of rebates and no administrative fee. The pricing arrangements will be evaluated based on guaranteed discounts, fees, and minimum rebates.

Proposal elements will be reviewed and evaluated for completeness and responsiveness according to the Fund's standards and selection criteria. Proposals will be deemed responsive only if the bidder responds to and meets all of the requirements of this RFP.

The Fund reserves the right to award this entire project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the Fund's sole judgment, the best interests of the Fund will be served.

Proposals will be considered including the following criteria:

- Overall Costs to the Fund and its participants
- Administrative, Member, Account Service Capabilities (that are not limited to services already included), Responsiveness and Flexibility
- Clinical Support to the Fund
- Demonstrated Ability to Manage Drug Mix – emphasis on specialty drug management, formulary management and generic drug utilization
- Organizational Strength and Stability
- Strength of Pharmacy Network and Formulary Management Programs
- Demonstrated ability to provide consistent and superior Member service

Any contract award is ultimately a decision of the Board of Trustees and is not required to be based on the evaluations, scoring, or recommendations by Segal Consulting and/or CTPF staff.

2 Proposal Instructions

2.1 Please note that these instructions are to be read and followed by each bidder/Respondent and that failure to follow these instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

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General Proposal Conditions

1. **Award or Rejection:** The contract award will be made to the bidder whose proposal is deemed to be in the best interest of the Fund. The Fund reserves the right to reject any or all proposals. Proposals will not be returned. Any contract award is ultimately a decision of the Board of Trustees and is not required to be based on the evaluations, scoring, or recommendations by Segal and/or CTPF staff.

This RFP is not an offer of a contract. Acceptance of a proposal does not commit CTPF to award a contract to any Respondent, even if the Respondent satisfied all requirements stated in this RFP. Publication of this RFP does not limit CTPF's right to negotiate for the services described in this RFP. CTPF reserves the right to choose to not to enter into an agreement with any of the Respondents to this RFP.

The information submitted in response to this RFP becomes the exclusive property of CTPF.

2. **Intent to Bid:** Any bidder who receives a copy of the specifications is requested to complete and return the **Intent to Bid Form** at the end of the RFP questionnaire. All Exhibits will be released via the eRFP system after receipt of the completed **Intent to Bid Form** provided in this document.
3. **Costs for Proposal Preparation:** All costs incurred by bidders in preparing and submitting proposals are the bidders' sole responsibility.
4. **No Commissions** are to be included and all proposals must be submitted directly from the contracting company, without any intermediary.
5. **Time for Acceptance:** The bidder agrees to be bound by its proposal for a period of at least 240 days, during which time the Fund and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.
6. **Eligibility Rules:** The bidder agrees to the specified eligibility rules established by the Fund for covered parties.
7. **General Compliance:** All bidder services must adhere to relevant Federal and state laws and regulations.
8. **HIPAA Compliance:** All bidder systems and services must be in compliance with the HIPAA EDI, Privacy, and Security regulations on the appropriate dates established by the Department of Health & Human Services.
9. **Oral Explanations:** The Fund will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.
10. **Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly and fully documented in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.
11. **Bidder's Representative:** The proposal must be signed by a legal representative of the proposing firm, who is authorized to bind the firm to a contract in the event of the award. All rates, fees, and terms presented will be considered legally binding.
12. **Rights to Claims Data:** All claims data is the property of the Fund and must be returned upon request.
13. **Right to Audit:** All bidders agree to extend audit rights to the Fund.
14. **Contract Terms and Conditions:** The contract between the Fund and bidder will follow the format specified by the Fund. However, the Fund reserves the right to negotiate provisions in addition to those contained in this RFP with the successful bidder. The contents of this RFP, as revised and/or supplemented, and the successful bidder's proposal will be incorporated into and become part of the contract.

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15. **Notice of Supplier Change:** The bidders must agree to 90-day advance notice of any changes in suppliers such as specialty pharmacy, mail-order facility and/or other products and services.
16. **Full Disclosure:** The bidders must fully disclose any and all sub-contracted work and off-shoring services (e.g., Member services, Call Centers, etc.)
17. **Confidentiality:** Segal Consulting requests that this document be kept in strictest confidence, and it is only under adherence to this request that we are delivering this document to the prospective bidders. This document may be shared only within your organization for purposes of preparing your proposal response. As such, this document may not be copied or reproduced without prior written consent for other purposes and will not be disclosed to third parties to whom the Fund has not previously consented. The Fund and Segal Consulting will keep all responses strictly confidential and will only use them for further evaluation of the stated project.
18. This RFP does not commit CTPF to award an agreement or procure services of any kind whatsoever. CTPF reserves the right, in its sole discretion, to negotiate with any or all applicants considered, or to postpone, delay, or cancel this RFP, in whole or in part. CTPF may terminate discussions, in its sole discretion, or select another finalist. CTPF reserves the right to award an agreement or agreements based upon the proposals received. The Firm should not assume that there will be an opportunity to alter or amend its proposal at a later date or at the time of contract negotiations.
19. CTPF may request that Respondent clarify the content of the proposal. Other than for purposes of clarification, no Respondent will be allowed to alter or amend its proposal after the RFP due date.
20. All materials submitted in response to this RFP shall be the sole property of CTPF. CTPF reserves the right to use any and all ideas submitted in the proposals.
21. CTPF reserves the right to reject or cancel in whole or in part at any time, any and all proposals received; to waive minor irregularities; to negotiate in any manner necessary to best serve CTPF and to make a whole award, multiple awards, a partial award, or no award.
22. CTPF reserves the right to reject any or all offers and to discontinue this RFP process without obligation or liability to any potential vendor.
23. CTPF reserves the right to reject the proposal of Respondent who is not currently able to perform the contract. CTPF reserves the right to award a contract, if at all, to the Firm which will provide the best match to the requirements of the RFP and the needs of the Fund, which may not be the proposal offering the lowest fees. CTPF may take into consideration any factor it deems relevant, including but not limited to, past experience, financial stability, the ability to perform the requirements as set forth in this RFP, or previous failure to perform similar contracts in accordance with the terms, or in a timely manner, and other relevant criteria. CTPF is not required to accept for consideration any proposal that fails to address or does not comply with each of the requirements or the criteria set forth in this RFP.
24. CTPF reserves the right to award a contract on the basis of initial offers received, without discussions or requests for best and final offers. Conversely, CTPF reserves the right to request best and final offers.
25. Any contract award is ultimately a decision of the Board of Trustees and is not required to be based on the evaluations, scoring, or recommendations by the Evaluation Committee.
26. If Respondent submits a proposal, CTPF reserves the right to conduct its own due diligence and to undertake such investigations as it deems necessary to determine Respondent's satisfaction of the qualifications and ability to furnish the required services. Upon request, Respondent agrees to provide any and all information for this purpose.
27. CTPF reserves the right to request additional documentation or information from Respondents. Requested information may vary by Respondent. CTPF may ask questions of any Respondent to seek clarification of a proposal to ensure the Respondent understands the scope of the work or other terms of the RFP.
28. CTPF does not guarantee or commit to contracting any specific number of projects to Respondent during the life of the agreement.

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29. Written approval from CTPF will be required for any news releases regarding the award of contract.

Should a bidder object to any of the Fund's terms and conditions, as contained in this Section, that bidder must propose specific alternative language.

Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All proposals submitted must adhere to these conditions, unless otherwise noted in the proposal. Failure to meet any Fund terms or conditions may result in disqualification of the proposal. This RFP and your responses, as well as RFP Addendums, will become part of the conformed contract with the Fund.

Please note that this RFP has been copyrighted. All rights are reserved, and it may not be reproduced, distributed or used, except as the basis for your proposal, without the written permission of the Fund or Segal Consulting.

2.2 General Proposal Requirements

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this RFP. Each question must be answered specifically and in detail. Reference should not be made to a prior response, or to your contract, unless the question involved specifically provides such an option. Be sure to review this entire RFP before responding to any of the questions, so that you have a complete understanding of all of the Fund's requirements with respect to the proposal.

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING*****

1. Provide an answer to each question even if the answer is "not applicable" or "unknown."
2. Answer the question as directly as possible.
 - If the question asks "How many..." provide a number.
 - If the question asks, "Do you..." indicate Yes or No followed by any additional narrative explanation.
3. Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments. However, direct responses to all of the RFP questions must be provided and will be looked upon favorably.
4. Bidder will be held accountable for accuracy/validity of all answers.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate where and explain the difference. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

If you are unable to perform any required service, indicate clearly: a) what you are currently unable to do, and, b) what steps will be taken (if any) to meet the requirement, the timetable for that process and who will be responsible for the implementation, along with that person's qualifications.

All products should be priced individually. If pricing terms are provided for combining services, show the pricing terms as a separate line item.

Financial Section: When displaying your proposed fees, the tables in the Financial Section included in this RFP must be used. Please note that pricing terms should be offered on a hybrid transparent basis. Information

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provided in any other format will not be considered. Footnotes to the form(s) may be used to provide supplemental explanations, if necessary.

Network & Formulary Disruption: Both a network disruption based on the NCPDP/NABP numbers of the utilized retail pharmacies in the claims data file and a formulary disruption analysis are necessary in order to award a final contract. The lack of disruption from the current network and formulary will be a major factor affecting the outcome of this proposing process. In order to be considered, your organization must provide data regarding your network and contracted pharmacies.

Minimum Contractual Requirements: The Minimum Contractual Requirement section will become part of the actual contract document. Agreement to the terms and language in this section will be a critical factor in bidder evaluation and selection and an authorized binding signature will be required.

Quiet Period: During the RFP review period (which begins on the date the RFP is posted on CTPF's website) to and until a contract is executed, there shall be no communication between Respondents and Board members or Fund staff (other than the RFP contact, **Ms. Cristina De Leon**, cdeleon@segalco.com) regarding any product or service related to the search. Respondents may communicate with Ms. De Leon or her designee solely regarding administrative questions relating to the procurement process. All other questions must be asked and will be responded to through the RFP question and answer process.

The quiet period shall not prevent customary respondent due diligence, initiated by CTPF, or communications with a current service provider who happens to be a candidate, provided that any such communication must be in the ordinary course of business and necessary for the provision of current services provided by such service provider. Discussions relating to the pending selection are strictly prohibited.

Contacts: Do not contact the Fund directly regarding this RFP. Please submit all correspondence via ProposalTech to Ms. Cristina De Leon (cdeleon@segalco.com).

Bidder questions: All questions will be sent via ProposalTech. Please submit your RFP related questions via ProposalTech by the close of business, **5:00 P.M. CST, Wednesday, April 11, 2018.**

Submission of proposals: Proposals are to be submitted via the ProposalTech system. Late submissions will be rejected as unresponsive. Paper submissions will be rejected as non-conforming.

All decisions and evaluations will be determined from the proposals submitted.

Your proposal should be submitted in the following format:

- Cover letter
- Minimum Contractual Requirements Form
- Contractual Expectations Form
- Financial Section
- Answers to Questionnaire
- Required Attachments

2.3 Timetable

Below is a preliminary timetable of major events during this RFP process:

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Action/Event	Target Date
Release of RFP	Monday, April 2, 2018
Intent to Bid Due	Friday, April 6, 2018
Bidder Questions Due	Wednesday, April 11, 2018
Bidder Proposals Due	Wednesday, April 25, 2018
Finalist Interviews, if applicable	TBD
Award Contract	TBD
Effective Date	January 1, 2019

To avoid elimination from the RFP process, all proposals must be returned in the format and dates outlined in the Proposal Instructions section.

2.4 Complete the attached **Intent to Bid** form and email directly to Ms. Cristina De Leon, cdeleon@segalco.com.

Single, Pull-down list.

1: Completed and sent,

2: Not completed

Attached Document(s): [Intent to Bid Form.docx](#)

3 PBM Services to be Provided

3.1 A number of factors will be considered in the selection process. The primary factors include pricing, pharmacy network access, formulary management and formulary disruption, contractual compliance, account management services, reporting capabilities, financial stability, performance guarantees, flexibility, references, clinical programs, and Member service.

All bidders are required, at a minimum, to duplicate the Fund features and levels of coverage presently offered to the Fund.

Prospective vendors are to offer comprehensive PBM services including but not limited to the following:

- Claims Adjudication
- Ability to Integrate PBM services with other vendors (e.g. Disease Management, Medical), if applicable
- Eligibility Maintenance
- Patient and Provider Education
- Systematic Prospective, Concurrent, and Retrospective Drug Utilization Review
- Network Pharmacy Management
- Formulary Management and Rebate Sharing
- Data Reporting (standard and ad-hoc reporting)
- Distribution of ID Cards and Pharmacy Directories
- Mail Service Pharmacy
- Specialty Pharmacy Program
- Complete Availability of IT services, including Online/Real Time Availability to the Fund and/or its designee(s)

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- Pricing Administration
- Member Services
- Ad Hoc Reporting
- Website with Membership Portal
- Clinical Programs

4 Minimum Contractual Requirements

The following are the Fund's core requirements. Bidders' responses to this section will be heavily weighted in the selection process. Please include your responses within this form. Indicate "yes" or "no" as to your organization's ability to comply.

4.1 Term/ Termination

4.1.1 The PBM agrees to a three-year Initial Term effective January 1, 2019.

Yes/No.

4.1.2 The term of the engagement will be governed by the negotiated contract or agreement, as limited by the Illinois Pension Code and Fund's administrative rules. The Fund may, in its sole discretion, terminate the contract at any time during that term.

Yes/No.

4.1.3 PBM agrees to a mid-contract term market check, that may start as soon as the second quarter of the second contract year, conducted by an independent third party to ensure the Fund is receiving appropriate current pricing terms competitive with the industry (as compared to other PBMs) based on its volume and membership, and will improve pricing in the event that the Fund's contract terms are less than current. The Fund will have the right to terminate without penalty if the pricing terms are not industry competitive.

Yes/No.

4.1.4 PBM agrees to implement new pricing within 90 days of completion of the market check or signature of contract. Acceptance of the new pricing will apply for the remainder of the Initial Term and will NOT result in extension of the contract, unless requested by the Fund. The financial guarantees for any partial contractual year that results from the implementation of new pricing will still be guaranteed, reconciled and the PBM will still make payments for any shortfalls for those partial contractual years with less than 12 months and those contractual years with over 12 months.

Yes/No.

4.1.5 The PBM contract will not include automatic renewal language.

Yes/No.

4.1.6 All rebate revenue earned by the Fund will be paid to the Fund regardless of their termination status as a client. Lag rebates will continue to be paid to the Fund after termination until 100% of earned rebates are paid.

Yes/No.

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4.2 Definitions

4.2.1 Confirm you agree to the following contract definitions:

	Response
a. "Hybrid Transparent" – The PBM agrees to pay participating pharmacies at the PBM's contracted rate. In the event that the amount paid to the participating pharmacy does not equal the amount invoiced the Fund, the PBM may retain the difference. The PBM agrees to pass through 100% of ALL rebate revenue earned and will not charge an administrative fee for this arrangement. The PBM also agrees to disclose details of all programs and services generating financial remuneration from outside entities.	Yes/No.
b. "Rebates" - Compensation or remuneration of any kind received or recovered from a pharmaceutical manufacturer attributable to the purchase or utilization of covered drugs by eligible persons, including, but not limited to, incentive rebates categorized as mail order purchase discounts; credits; rebates, regardless of how categorized; market share incentives; promotional allowances; commissions; educational grants; market share of utilization; drug pull-through programs; implementation allowances; clinical detailing; rebate submission fees; and administrative or management fees. Rebates also include any fees that PBM receives from a pharmaceutical manufacturer for administrative costs, formulary placement, and/or access.	Yes/No.
c. AWP (Average Wholesale Price) is based on date sensitive, 11-digit NDC as supplied by a nationally-recognized pricing source (i.e., First DataBank, Medi-Span) for retail, mail order, and specialty adjudicated claims (Subject to outstanding litigation).	Yes/No.
d. Member Copay - Members will pay the lowest of the following: plan copay/coinsurance, plan-negotiated discounted price plus dispensing fee, usual and customary (U&C), MAC (maximum allowable cost) or retail cash price.	Yes/No.
e. Client eligibility and claim data - All eligibility and claims records are the sole property of the Fund and must be made available upon request to the Fund and its representatives. Selling or providing of the Fund's data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with the Fund. Even if PBM has not "sold" the data, it is NOT free to use the data for analyses that they publish or provide to outside industries.	Yes/No.
f. Paid Claims - Defined as all transactions made on eligible members that result in a payment to pharmacies or members from the Fund or the Fund member copays. (Does not include reversals, rejected claims and adjustments.) Each unique prescription that results in payment shall be calculated separately as a paid claim.	Yes/No.
g. Members - All eligible employees and their eligible dependents enrolled under the Fund's prescription benefit program.	Yes/No.

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4.2.2 Brand and Minimum Generic Discount Guarantees for both mail and retail shall be defined as follows: (1-Aggregate Ingredient Cost/Aggregate AWP)

	Response
a. Aggregate Ingredient Cost prior to application of plan specific co-payments will be the basis of the calculation.	Yes/No.
b. Aggregate AWP will be from a single, nationally recognized price source for all claims. Please indicate source.	Yes/No.
c. Dispensing Fees are not included in the Aggregate Ingredient Cost.	Yes/No.
d. Zero balance due claims or zero amount claims will be included in the guaranteed measurement for AWP, ingredient cost, achieved discounts or dispensing fee calculations at the discounted cost before copay.	Yes/No.
e. All guarantee measurements shall be calculated prior to the copayment being applied.	Yes/No.
f. Both the Aggregate Ingredient Cost and Aggregate AWP from the actual date of claim adjudication will be used.	Yes/No.
g. Aggregate AWP will be the date sensitive, 11-digit NDC of the actual product dispensed.	Yes/No.
h. Both non-MAC, MAC, single-source and multiple source generic products are to be included in the generic guarantee measurement.	Yes/No.
i. Compounds, OTC claims, and claims with ancillary charges will be excluded from the guarantee measurements for retail and mail order components.	Yes/No.
j. The guarantee measurement must exclude the savings impact from DUR programs,	Yes/No.

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formulary programs, utilization management programs, and/or other therapeutic interventions.	
k. Measurement will be performed annually via independent audit utilizing date-sensitive AWP derived from a single, nationally recognized price source for all claims.	Yes/No.

4.2.3 The PBM agrees to provide upon request any proprietary algorithms, hierarchy or other logic employed to define a prescription drug as generic or brand.

Yes/No.

4.3 Financial

4.3.1 Each distinct pricing guarantee (including rebates) will be measured and reconciled on a component (e.g. retail brand, retail generic, mail order brand, mail order generic, specialty drugs at participating retail pharmacies, and specialty drugs at the PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by the Fund. **Surpluses in one component may not be utilized to offset deficits in another component.**

Yes/No.

4.3.2 The PBM will provide a financial reconciliation report within 60 days after the end of each contractual year, and the report will include the contractual and actual discounts and dispensing fees for each component (e.g., retail brands, retail generics, mail brands, mail generics, specialty drugs via Participating Retail Pharmacies, specialty drugs via the PBM's Specialty Pharmacy).

Yes/No.

4.3.3 The PBM agrees that any shortfall between the actual result and the guarantee will be paid, dollar-for-dollar, to the Fund within 90 days of the end of each contractual year.

Yes/No.

4.3.4 The PBM's financial reconciliation that occurs after the end of the contract year will use the lower of the AWP pricing at the point of adjudication or the retroactive AWP pricing, if the pricing source the PBM uses issues retroactive AWP pricing for that annual reconciliation time period.

Yes/No.

4.3.5 All pricing submitted will **NOT** be contingent on participation in any proposed clinical management programs, group medical or behavioral health programs proposed by you or any other vendor other than programs that are requested by the Fund. Further, the pricing guaranteed in the Financial Section of this RFP reflects a) the PBM's narrow/value network and b) the PBM's managed formulary or preferred drug listing.

Yes/No.

4.3.6 Mail order pricing and rebates will apply to all claims that adjudicate at mail regardless of days' supply.

Yes/No.

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4.3.7 Guaranteed rebates per brand will be based on all brand prescriptions dispensed, not on formulary prescriptions dispensed.

Yes/No.

4.3.8 Rebates are guaranteed on a minimum (i.e., not fixed) basis, and the PBM will pass through 100% of the rebates to the Fund.

Yes/No.

4.3.9 The guaranteed rebates are based on a minimum basis (i.e., not fixed), and the PBM will pass through 100% of the rebates to the Fund.

Yes/No.

4.3.10 Rebates will be paid upon signature of: 1) the Letter of Agreement/Intent, OR 2) Pricing Implementation Document, OR 3) contract.

Yes/No.

4.3.11 The PBM will reconcile rebate guarantees to verify that the Fund is receiving the guaranteed rebates and provide rebate payments and reports listing detailed rebate utilization and calculations to the Fund quarterly, within sixty (60) days of the quarter's close, without a request being made by the Fund.

Yes/No.

4.3.12 The PBM will provide the annual rebate report within 90 days of the end of each contract year. Confirm any shortfall between the actual result and the minimum rebate guarantees will be paid, dollar-for-dollar, to the Fund within 90 days of the end of the contract year. Please confirm that lag rebates will continue to be paid to the Fund until 100% of earned rebates are paid.

Yes/No.

4.3.13 The PBM will guarantee Retail/Mail Order unit cost equalization meaning that Mail Order unit costs prior to member cost sharing, dispensing fees, and sales taxes charged will be no greater than the unit cost for the same NDC-11 at Retail.

Yes/No.

4.3.14 The PBM agrees to produce a date-sensitive comparison report showing unit costs charged to the Fund at a GCN-level, and reimburse the Fund on a dollar-for-dollar basis for all instances where mail order unit costs exceed retail unit's costs. Report and reconciliation will be provided on a quarterly basis, without a request being made by the Fund.

Yes/No.

4.3.15 The Fund will be notified of any switch to the source of the aggregate AWP with at least a 180-day notice. In the event that a switch is made it must be price neutral and acceptable to the Fund.

Yes/No.

4.3.16 The PBM will be responsible for collecting any outstanding member cost shares for prescriptions dispensed through the mail order facility. The PBM will not invoice the Fund for any uncollected member cost shares even if there is a debit threshold in place.

Yes/No.

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4.3.17 The PBM will not withhold any financial recoveries from audits performed on the contracted pharmacy network including mail order and specialty pharmacies. Any recoveries will be disclosed and credited to the Fund.

Yes/No.

4.3.18 The PBM will invoice the Fund twice monthly for claims and once monthly for the administrative services.

Yes/No.

4.3.19 The Fund will pay all undisputed invoiced amounts for claims and service fees to the PBM within five (5) business days after the Fund receives an invoice from the PBM.

Unlimited.

4.3.20 Confirm that if the Fund disputes all or a portion of any invoice, the Fund will pay the undisputed amount timely and notify the PBM in writing, of the specific reason and amount of any dispute before the due date of the invoice. The PBM and the Fund will work together, in good faith, to resolve any dispute. Upon resolution, the Fund or the PBM will remit the amount owed to the other party, if any, within five (5) business days as the parties agree based on the resolution.

Unlimited.

4.4 Formulary Management

4.4.1 With the exception of FDA recalls or other safety issues, the PBM agrees not to remove any drug products, brand or generic, from the Fund's formulary or preferred drug listing without notification and prior approval from the Fund.

Yes/No.

4.4.2 The PBM agrees to notify the Fund or its designee in advance of 90 days when a formulary drug is targeted to be moved to or from the preferred drug list. The PBM must provide a detailed disruption and financial impact analysis at the same time. No greater than two percent (2%) of participants will be disrupted by any formulary deletions or all deletions in total, on an annual basis.

Yes/No.

4.4.3 The PBM agrees to remove drugs from coverage or the formulary at most one-time per year and no greater than two percent (2%) of participants will be disrupted by any formulary deletions or all deletions in total, on an annual basis.

Yes/No.

4.4.4 No alterations to financial guarantees will be made on formulary drug exclusions. The Fund has the right to opt in or opt out of any additional formulary drug exclusions without penalty.

Yes/No.

4.4.5 As a reminder, all bidders must complete and submit a formulary disruption based on the claims data (Exhibit I) provided and your proposed formulary. Results to be included are the number of members that will require a change as well as the number of prescriptions associated with the formulary change. An Excel file that lists the specific drugs that will be negatively impacted (higher-cost tier or excluded) along with the total

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number of scripts and members impacted for each of these drugs should also be provided. Please provide a summary of your formulary disruption analysis using the table below:

Type of Change	Member Impact	% of Total Members	Number of Scripts Impacted	% of Total Scripts (including all brands and generics)
No Change	<i>Unlimited.</i>	<i>Percent.</i>	<i>Integer.</i>	<i>Percent.</i>
Negative (covered to excluded)	<i>Unlimited.</i>	<i>Percent.</i>	<i>Integer.</i>	<i>Percent.</i>
Negative (lower tier to higher-cost tier)	<i>Unlimited.</i>	<i>Percent.</i>	<i>Integer.</i>	<i>Percent.</i>
Positive (higher-cost tier to lower tier)	<i>Unlimited.</i>	<i>Percent.</i>	<i>Integer.</i>	<i>Percent.</i>
Total		100.0%		100.0%

4.5 Retail Network Management

4.5.1 The PBM agrees that it will not remove any participating network pharmacies that impact greater than 2% of the Fund's prescriptions without communicating to the Fund at least sixty (60) days in advance of the scheduled change. If the change is not agreeable to the Fund, the Fund will have the right to terminate the agreement without penalty.

Yes/No.

4.5.2 The PBM agrees to offer improved pricing terms to the Fund if greater than 2% of members are impacted by proposed changes to the participating pharmacy network.

Yes/No.

4.5.3 List any pharmacy chain with over 50 stores that are excluded from your quoted narrow/value Retail network.

Unlimited.

4.5.4 Provide a disruption report based on the provided claim file of pharmacies not included in your proposed network by NAPB/NCPCP, number of prescriptions, members and total cost.

Unlimited.

4.5.5 Please describe how your narrow/value retail network is communicated and what the process is for non-participating narrow/value retail pharmacy claims.

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Unlimited.

4.6 Audit Rights

4.6.1 The Fund or its designee will have the right to audit annually, with an auditor of its choice, (for both claims and rebate audits), with full cooperation of the selected PBM, the claims, services and pricing and/or rebates, including the manufacturer rebate contracts held by the PBM, to verify compliance with all program requirements and contractual guarantees with no additional charge from the PBM.

Yes/No.

4.6.2 The Fund or its designee will have the right to audit up to 36 months of claims data at no additional charge from the PBM.

Yes/No.

4.6.3 The Fund or its designee will have the right to conduct an audit at any time during the year, at any point during the contract term, and the selected PBM will provide all documentation necessary to perform the audit.

Yes/No.

4.6.4 The PBM will provide complete claim files and documentation (i.e., full claim files, financial reconciliation reports, inclusion files, and plan documentation) to the auditor within 30 days of receipt of the audit data request as long as a non-disclosure agreement is in place between the auditor and the PBM.

Yes/No.

4.6.5 The PBM agrees to a 30-day turnaround time to provide the full responses to all of the sample claims and claims audit findings.

Yes/No.

4.6.6 The Fund or its designee will have the right to audit up to 12 pharmaceutical manufacturer contracts during an on-site rebate audit

Yes/No.

4.6.7 The audit provision shall survive the termination of the agreement between the parties for a period equivalent to the Initial Term of the contract.

Yes/No.

4.7 Legal Responsibilities

4.7.1 PBM agrees to hold the Fund harmless for any HIPAA Violations made by the PBM or its Network Pharmacies.

Yes/No.

4.7.2 The PBM will agree to defend claims litigation based on its decisions to deny coverage for clinical reasons.

Yes/No.

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4.7.3 List any known professional or personal relationships Respondent or its employees or contractors may have with individual Chicago Teachers' Pension Fund (CTPF) Board members and/or Fund staff.

Unlimited.

4.7.4 Identify any potential or actual conflicts of interest you have in providing services to CTPF. State whether you have ever provided services to CTPF, the City of Chicago, the Chicago Board of Education (“Chicago Public Schools” or “CPS”), the Chicago Teachers' Union (“CTU”), the Retired Teachers' Association of Chicago (“RTAC”), the Chicago Principals and Administrators Association (“CPAA”), any Chicago charter school, or any employee group or trade organization related to the aforementioned entities. If so, please state the name of each such client or former client, contact information, and the nature and time frame of such representation. In providing such information you consent to and agree to release CTPF from any liability that may result from contacting such client(s) and communicating with such client(s) about your prior engagements, and soliciting an opinion regarding the work performed for such reference. In addition, please state how you intend to resolve any potential or actual conflict of interest.

Unlimited.

4.7.5 Insurance, Liability, Confidentiality, and Litigation

	Response
a. What assurances can you provide that your Firm will not be subject to cyber-attacks? Describe security and protection measures	<i>Unlimited.</i>
b. It is expected that the selected firm will have adequate quality control procedures in place to guarantee the accuracy of the work performed. Please describe your quality assurance procedures.	<i>Unlimited.</i>
c. Please describe the levels of your professional liability insurance coverage for client security breaches (cyber risk) and any fiduciary or professional liability insurance your Firm carries. Is the coverage on a per client basis or is the dollar figure applied to the Firm as a whole? List the insurance carriers.	<i>Unlimited.</i>
i. What limitation on liability, if any, do you impose through your contract? The Firm must not seek to unreasonably limit their liability for negligence.	<i>Unlimited.</i>
ii. Are you bonded?	<i>Yes/No.</i>
iii. Does coverage for liability, due to your negligence, continue for a period following termination of the contract? If so, for how long?	<i>Unlimited.</i>

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iv. Identify the amount, type of coverage, deductible, and any coinsurance.	<i>Unlimited.</i>
d. What is the organization's policy on confidentiality during and after the engagement?	<i>Unlimited.</i>
e. Has your Firm ever been involved in a lawsuit in the last ten (10) years involving any services provided by the Firm? If so, provide details, including description of the lawsuit, dates, and outcomes.	<i>Unlimited.</i>
f. Has your Firm, related entities, affiliates, principals, and/or officers been a party in any material civil or criminal litigation, or subject to investigation, disciplinary action, or regulatory review, whether or not directly related to services requested by this RFP? If so, provide details, including dates and outcomes.	<i>Unlimited.</i>
g. Describe any anticipated litigation in which your Firm may be involved.	<i>Unlimited.</i>

4.8 Implementation

4.8.1 The PBM agrees to provide an Implementation Credit to the Fund on a Per Member basis.

Yes/No.

4.8.2 The PBM will agree to provide a fund for a Pre or Post-Implementation Audit of at least \$30,000 to be conducted at least 60 days prior to the start of claims adjudication. The PBM will work with the auditor to run test claims in a test environment utilizing the Fund's actual plan parameters.

Yes/No.

4.8.3 The PBM will provide draft SPD language for any clinical programs that are to be implemented.

Yes/No.

4.8.4 The PBM agrees to load all current prior authorizations, open mail order refills, specialty transfer files, claim history files, and accumulator files that exist for current members from the existing PBM at NO charge to the Fund (with no charges being deducted from the implementation allowance for file loading or IT).

Yes/No.

4.8.5 The PBM agrees to send at least 12 months of claims history data, all current prior authorizations, open mail order refills, specialty transfer files, and accumulator files that exist for the Fund participants to the next/successor PBM at NO charge if the Fund terminates the contract with or without cause.

Yes/No.

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4.8.6 The PBM agrees to provide weekly and/or monthly data transmissions (may include feeds to data warehouses) to at least 10 chosen vendors at no charge and two full, annual electronic claims files, in NCPDP format, at no charge as needed. PBM will also interact/exchange data with all vendors as needed at no additional charge.

Yes/No.

4.8.7 PBM agrees to waive any charges to the Fund or the Fund's medical plan claims administrators such as a set-up fee, a programming fee or a monthly fee, for establishing a connection with a Third Party Administrator/Claims processor for real-time, bidirectional data integration, including non-standard data integration formats.

Yes/No.

4.8.8 PBM agrees to absorb any programming or other administrative costs to meet any existing or future requirements of the Affordable Care Act.

Yes/No.

5 Contractual Expectations

The following are the Fund's expectations of how the topics below will be addressed in the final, executed contracts with the Fund. The commercial plan and EGWP will be considered separate agreements for the purposes of measurement and reconciliation. Please complete this form and include it within your response. Indicate "yes" or "no" as to your organization's ability to comply. Explanation of your "yes" or "no" response may be requested during the proposal evaluation process.

5.1 Contract

5.1.1 The PBM will provide a signature ready contract incorporating all agreed upon provisions within this RFP. Contract document will be submitted along with proposal response.

Yes/No.

5.2 Financial

5.2.1 There are NO additional fees (beyond those outlined in the Financial Section) required to administer the services outlined in this RFP. Any mandatory fees, including clinical and formulary program fees, must be clearly outlined in the Financial Section.

Yes/No.

5.2.2 All applicable fees include the cost of claims incurred/filled during the effective dates of this contract regardless of when they are actually processed and paid (run-out).

Yes/No.

5.2.3 Confirm the PBM will provide run-out claims processing for the Fund after contract termination.

Yes/No.

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5.2.4 The PBM agrees to a review and negotiate the pricing applied to newly introduced generic drugs annually.

Yes/No.

5.2.5 The PBM agrees to adjudicate prescription claims for compound medications with the same dispensing fees and logic associated with traditional claims.

Yes/No.

5.2.6 The PBM agrees to no additional charges for any retroactive claims reprocessing and member reimbursements due to retroactive plan design adjustments.

Yes/No.

5.2.7 All pricing will be effective and guaranteed for the term of the agreement and will not include adjustments for claims volume shifts amongst the various provider channels (e.g., mail utilization rates decline or 90-day retail utilization increases).

Yes/No.

5.2.8 Confirm all pricing will be effective and guaranteed for the term of the agreement and will not be modified or amended if the Fund implements or adds a 100% member paid plan design such as a high deductible health plan/consumer-driven health plan option.

Yes/No.

5.2.9 Confirm all pricing will be effective and guaranteed for the term of the agreement and will not be modified or amended if Fund's membership decreases by 30% or less.

Yes/No.

5.2.10 The Fund will have the ability to annually renegotiate and/or “carve-out” specialty drug pricing and service terms without penalty or changes to the financial guarantees.

Yes/No.

5.2.11 The PBM mail order service must notify the individual member, the Fund or its designee prior to substituting products that will result in higher member co-pay.

Yes/No.

5.2.12 The PBM will NOT implement, administer, or allow any program that results in the conversion from lower discounted ingredient cost drug products to higher ingredient cost drug products or increases member's cost share without the prior written consent of the Fund or its designee.

Yes/No.

5.2.13 All applicable administrative fees will be on a per paid claim basis as defined in 4.2 Definitions.

Yes/No.

5.3 Audit Process

5.3.1 The Fund will not be held responsible for time or miscellaneous costs incurred by the PBM in association with any audit process including, all costs associated with provision of data, audit finding response reports, or

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systems access, provided to the Fund or its designee by the PBM during the life of the contract. Note: This includes any data required to transfer the business to another vendor and money collected from lawsuits and internal audits.

Yes/No.

5.3.2 Confirm the PBM will correct any errors that the Fund, or its representative, brings up to the PBM's attention whether identified by an audit or otherwise. Describe the process that the PBM will undergo to correct the error and make the appropriate payments to the member and/or the Fund, if applicable.

Unlimited.

5.4 Formulary Management

5.4.1 Provide the name of the Formulary you are proposing to the Fund. If applicable, provide the number of drug exclusions as well as a list of the excluded drugs and the therapeutic alternatives.

Unlimited.

5.4.2 Does the PBM use an external organization for rebate aggregation? If so, which one?

Unlimited.

5.4.3 Confirm a member is able to obtain an excluded prescription through a Prior Authorization without impact to the guaranteed rebates.

Unlimited.

5.4.4 The PBM agrees to grandfather the Fund's current formulary for up to 90 days following the contract effective date, with no impact on rebate guarantees.

Yes/No.

5.5 Specialty Drug Management

5.5.1 PBM agrees to notify the Fund and its members at least 60 days prior to the addition of a drug to the specialty drug list and at least 90 days prior to a deletion of a drug from the specialty drug list.

Yes/No.

5.5.2 The Fund reserves the right to approve any addition to the specialty drug list.

Yes/No.

5.6 Member and Account Service

5.6.1 The PBM agrees to obtain the Fund's approval for all member communication materials before distribution to members. The PBM will not automatically enroll the Fund in any programs that involve any type of communications with members or alterations of members' medications, without express written consent from the Fund.

Yes/No.

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5.6.2 The Fund reserves the right to review, edit, or customize any communication from the PBM to its membership.

Yes/No.

5.6.3 All member service call recordings and notes between the PBM and the Fund's members will be the Fund's property.

Yes/No.

5.6.4 The PBM agrees to document 100% of the Fund's member service calls through call recordings and call notes. PBM will forward written transcripts of calls at the Fund's request within two business days of the request being made.

Yes/No.

5.6.5 The Fund reserves the right to access all call recordings or call notes from member service calls with its members. PBM agrees to allow the Fund the right to request call recordings and/or notes at any time. PBM agrees to allow the Fund to listen to any recorded calls within 24 hours of the Fund's request.

Yes/No.

5.6.6 The PBM agrees to allow the Fund with access to its member website with a dummy login prior to the go-live date.

Yes/No.

5.6.7 The PBM will provide the Fund with a virtual tour of its CSR system and any custom messaging system.

Yes/No.

5.6.8 The PBM agrees to, at minimum, quarterly calls to review member service issues. The PBM agrees to allow the Fund to review member service quality issues to the resolution endpoint.

Yes/No.

5.6.9 The PBM agrees to a minimum of one annual meeting with call center executives to discuss services regarding enrollment and member issues.

Yes/No.

5.6.10 The PBM agrees to provide online, real time, claim system access to the Fund or its designee, including access to historical claims data for up to three (3) years following termination of the agreement.

Yes/No.

5.6.11 The PBM agrees that all future edits required because of plan design changes implemented by the Fund shall be completed, after testing, by the PBM within 45 days of request/advisory by the Fund.

Yes/No.

5.6.12 Please provide the following information regarding your organization:

	CY 2017
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Total Number of Covered Lives	<i>Integer.</i>
Total Number of Scripts Dispensed	<i>Integer.</i>
Total AWP Dollars Processed	<i>Dollars.</i>
Total Number of Client Accounts	<i>Integer.</i>

5.6.13 Please provide the following information regarding the proposed call center:

	CY 2017
Location	<i>50 words.</i>
Days of Operation	<i>50 words.</i>
Hours of Operation	<i>50 words.</i>
Percent of Calls Abandoned	<i>Percent.</i>
Number of Seconds to Reach Representative	<i>Decimal.</i>

5.6.14 Please provide the following information regarding the proposed mail order facility:

	CY 2017
Location	<i>50 words.</i>
Days of Operation	<i>50 words.</i>
Hours of Operation	<i>50 words.</i>

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Total Scripts Filled	<i>Integer.</i>
Utilization as Percent of Capacity	<i>Percent.</i>
Average Turnaround (No Intervention)	<i>50 words.</i>
Average Turnaround (Intervention Required)	<i>50 words.</i>

5.6.15 Please provide the following information regarding the proposed account team:

	Name of Team Member	Years of PBM Experience	Number of Assigned Accounts	Location
Strategic Account Executive	<i>50 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>50 words.</i>
Account Manager	<i>50 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>50 words.</i>
Implementation Manager	<i>50 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>50 words.</i>
Clinical Pharmacists	<i>50 words.</i>	<i>Decimal.</i>	<i>Integer.</i>	<i>50 words.</i>

5.6.16 Please provide the PBM's Book-of-Business Turnover Rate for the following divisions:

	CY 2017
Overall Book-of-Business	<i>Percent.</i>
Strategic Account Executives	<i>Percent.</i>
Account Managers	<i>Percent.</i>

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Client-Facing Clinical Pharmacists	Percent.
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5.7 Legal Responsibilities

5.7.1 The PBM shall indemnify, defend and hold harmless the Fund, its officers, directors, employees and agents from and against any and all claims, actions, demands, costs, and expenses, including reasonable attorney fees and disbursements, as a result of a breach by the PBM of any of its obligations under the Agreement or arising out of the negligent act or omission or willful misconduct of the PBM or its employees or agents.

Yes/No.

5.7.2 The PBM acknowledges that it is compliant with the Electronic Data Interchange (“EDI”), Privacy and Security Rules of the Health Insurance Portability and Accountability Act (“HIPAA”), and will execute the appropriate Business Associate Addendum (“BAA”) as provided by the Fund. PBM also agrees that in the event of a privacy violation or data breach, that the PBM will notify the Fund and the impacted members to a breach and provide any required remedies.

Yes/No.

5.7.3 The PBM agrees that this Agreement or any of the functions to be performed hereunder shall not be assigned by either party to another party, absent advance notice to the other party, and written consent to said assignment, which consent shall not be unreasonably withheld. In the event either party shall not agree to an assignment by the other party, then this agreement shall terminate upon the effective date of said assignment.

Yes/No.

5.7.4 The PBM must agree that in the event of a dispute between the parties, about the payment or entitlement to receive payment, or any administrative fees hereunder, the PBM and the Fund shall endeavor to meet and negotiate a reasonable outcome of said dispute. In NO event shall PBM undertake unilateral offset against any monies due and owed the Fund, whether from manufacturer rebates, credit adjustment or otherwise.

Yes/No.

5.7.5 The PBM will respond to and incorporate future Health Care Reform changes in full compliance with the law and at no additional cost to the Fund.

Yes/No.

6 Financial Section

Bidders are required to complete all financial forms as instructed. Bidders should provide proposed fees and minimum guarantees separately for each year of the three-year contract, so that the Fund’s pricing terms keep pace with expected market trends. We ask all bidders to provide hybrid transparent pricing terms.

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Administrative fees and dispensing fees are requested on a per-prescription paid basis. Note that fees must be based on prescriptions dispensed (not adjustments, errors, or redo's) and include, but not be limited to, the following services:

- Claims Adjudication
- Ability to Integrate PBM services with Current Vendors, as applicable
- Providing ID cards (initial, duplicate, additional and replacement cards), pharmacy directories, and formulary lists
- Standard systems edits (must include “refill-too-soon” edit)
- Network Pharmacy Management
- Formulary Management and Rebate Sharing
- Eligibility Verification and Maintenance
- Customer Service, including dedicated Toll-free Telephone and Website with Membership Portal
- Patient and Provider education
- Complete Availability of IT services, including Online/Real Time Availability to the Fund and/or its designee(s)
- Ad-hoc reporting
- Systematic Prospective, Concurrent, and Retrospective Drug Utilization Review
- Data Reporting & Data File Requests
- Mail Service Pharmacy
- Specialty Pharmacy Program
- Customer Services
- Clinical Programs

All services covered under the fee should be listed. However, some services may be offered as optional or ancillary and be covered by separate add-on fees. For example, separate fees for providing EOBs, COB, integration with HDHP plans, appeals and subrogation or for providing duplicate ID cards can be offered and excluded from the base fees. These fees should be listed separately as an option.

All fees must be binding until the assumed implementation date specified in this proposal and must be guaranteed for a minimum of the initial contract period effective January 1, 2019.

6.1 Administrative Fees

6.1.1 Complete the following Administrative Fee Table:

HYBRID TRANSPARENT PROPOSAL ADMINISTRATIVE SERVICES	Year 1	Year 2	Year 3
PBM Core Services	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Med D Core Services	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
POS Rebate Services	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

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Vaccine Services	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Paper Claims	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Indicate which of these services are included for no additional cost:			
<i>Toll-Free Phone Lines</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Monthly Data Feeds to the Fund or Designee(s)</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Prospective /Concurrent/Retro DUR</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Standard Reports</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Ad Hoc Reports</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>COB Program – paper</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>COB Program – electronic</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Mail Program / 90-Day Retail Program</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Dose Optimization Program</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>

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<i>Prior Authorization Program</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Step Therapy Program</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Quantity Limitations</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Custom System Overrides</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Annual EOB Statements</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Retro Termination Letters</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Group Coding</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Drug Notification Letters</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Formulary Administration/Management</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>ID Cards – Initial</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>ID Cards – Replacement</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Pharmacy Directories and other member materials</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>

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<i>Standard 1st level appeals processing</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Standard 2nd level appeals processing</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Urgent appeals processing</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Overrides</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Audit Recovery Fees</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Compound Drug Management</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
<i>Part B Claims Handling</i>	<i>Yes/No.</i>	<i>Yes/No.</i>	<i>Yes/No.</i>
Services above that have additional costs (e.g., services marked "N" above) (show fees separately):			
.	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>
.	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>
.	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>
.	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>	<i>Unlimited. Nothing required</i>

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6.1.2 Detail all services and supplies to be provided under your basic fees that are not included in your response to question one.

Unlimited.

6.1.3 Describe the PBM's clinical programs that are available to the Fund. Please note that that all pricing submitted will NOT be contingent on participation in any of these optional clinical programs.

Unlimited.

6.1.4 Will there be any additional charges if plans/benefits are restructured or new classes of eligible members are added? If so, how are these charges determined and state amount of charges?

Single, Radio group.

1: Yes, please explain: [Unlimited],

2: No

6.1.5 Confirm that postage is included in all mail order prescriptions and any mailings.

Unlimited.

6.1.6 Confirm that quoted fees include postage paid mail order envelopes for member prescription submission.

Unlimited.

6.1.7 Confirm that mail order and specialty drug dispensing fees will remain constant throughout the contract term and will not be increased for any increases in postage charges.

Unlimited.

6.1.8 Detail all data related services included under the base administrative fees including ad hoc reporting, electronic claims files, plan design options, custom mailings, etc. In addition, detail any data-related service fees not included in the base administrative fees.

Unlimited.

6.1.9 Confirm that multi-language communication phone line support is included in the base administrative fee. List the languages available to the Fund members speaking to your customer service representatives.

Unlimited.

6.1.10 How do you track member complaints? List the top 5 member complaints related to retail, mail order, and the specialty pharmacy program. What processes/ remedies have been put into effect to resolve these complaints?

Unlimited.

6.1.11 Do you maintain statistics with respect to customer and member service telephone response time? Abandonment? Inquiries made? If so, provide results for the last calendar year.

Unlimited.

6.1.12 How are disabled (e.g., hearing-impaired) member calls facilitated through your member services area?

Unlimited.

6.1.13 Please provide the per-Medicare-eligible-member-per-month (PMPM) costs/credits, as specified below, **based on 16,621 Medicare-eligible lives**. Do not combine any of the itemized categories.

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Proposed Costs PMPM as of January 1, 2019	Expected Costs/Credits
A. Expected Allowed Cost PMPM	<i>Dollars.</i>
B. Member Cost Share	<i>Dollars.</i>
C. CMS Reinsurance	<i>Dollars.</i>
D. Coverage Gap Discount Program (CGDP)	<i>Dollars.</i>
E. CMS Reimbursement	<i>Dollars.</i>
F. Retention/Fee	<i>Dollars.</i>
G. Rebates	<i>Dollars.</i>
H. Non-Part D Drug Costs	<i>Dollars.</i>
I. Other	<i>Dollars.</i>
Net Expected Cost	<i>Dollars.</i>

6.2 Prescription Drug Pricing

AWP Reimbursement Basis - Complete the following tables using the drug reimbursement that your organization is willing to guarantee on a dollar-for-dollar basis for each year of the contract. Columns marked "AWP Discount" are to be completed using a discount from 100% AWP and dispensing fee logic. All guarantees must be based on the AWP unit cost dispensed at the point of sale, and post September 26, 2009 AWP rollback.

HYBRID TRANSPARENT PROPOSAL

Notes:

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1. Including both single source and multi-source brands.
2. Post September 26, 2009 AWP rollback
3. Including single-source generics.

6.2.1 Year 1

Narrow/Value Network (List any Major Retail Chains Excluded)	AWP Discount Retail Supply Up to 30 days	AWP Discount Retail Supply 31-90 days [Use if applicable]	AWP Discount Mail Supply 1-90 days
Brand Drugs[1]			
Discount from AWP[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs[3]			
Discount from AWP[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates Three Tier Plan – Per Brand			
Minimum Guarantee (Dollar amount)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

6.2.2 Year 2

Narrow/Value Network (List any Major Retail Chains Excluded)	AWP Discount Retail Supply Up	AWP Discount Retail Supply 31-90 days	AWP Discount Mail Supply 1-

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	to 30 days	[Use if applicable]	90 days
Brand Drugs[1]			
Discount from AWP[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs[3]			
Discount from AWP[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates Three Tier Plan – Per Brand			
Minimum Guarantee (Dollar amount)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

6.2.3 Year 3

Narrow/Value Network (List any Major Retail Chains Excluded)	AWP Discount Retail Supply Up to 30 days	AWP Discount Retail Supply 31-90 days [Use if applicable]	AWP Discount Mail Supply 1-90 days
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Brand Drugs[1]			
Discount from AWP[2] for all brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Generic Drugs[3]			
Discount from AWP[2] for all generics (composite discount of MAC and Non-MAC prices, discounted AWP, or usual and customary retail price)	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Dispensing Fee Per Rx	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Rebates Three Tier Plan – Per Brand			
Minimum Guarantee (Dollar amount)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

6.2.4 Confirm the pricing listed in the tables above reflects:

Assumptions	Response
All guarantees are calculated using the date sensitive AWP based on the 11-digit NDC of the actual product dispensed	<i>Yes/No.</i>
All-in generic guarantee inclusive of single-source generics	<i>Yes/No.</i>
Drugs with an “Insufficient Supply” are included in the guarantees	<i>Yes/No.</i>
Select, sole source or authorized generics from at least one FDA-approved generic manufacturer with exclusivity or limited availability, supply or competition will be included in the generic pricing	<i>Yes/No.</i>

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guarantees and excluded from the brand pricing guarantees.	
No single-source generic or generic drug will be included in the brand drug component for the annual discount guarantee reconciliation.	Yes/No.
Member Cost Share at the point-of-sale (for retail and mail) is based on the lowest of the Fund copay/coinsurance, usual and customary charges, negotiated discounted ingredient cost plus dispensing fee or retail cash price	Yes/No.
All guarantees are calculated before the application of member cost share	Yes/No.
All guarantees (including Rebates) are stand-alone with no offsetting (within or across channels)	Yes/No.
Any guarantee shortfalls are paid on a dollar-for-dollar basis	Yes/No.
The EGWP PBM arrangement is not contingent upon any commercial PBM agreement.	Yes/No.

6.2.5 Please confirm your proposed drug type designation or classification (e.g. brand, generic) source (i.e. First DataBank, Medi-Span, Redbook, Other). If other, please specify.

Unlimited.

6.2.6 Utilizing the claims file provided and based on the broadest preferred drug list (with no exclusions or clinical programs), complete the table below based on the proposed January 1, 2019 pricing: *AWP should be based on the actual date of service of the claims provided

Type	Total AWP/WAC* Cost (\$)	As a Percentage (%) of Total AWP/WAC* Cost
RETAIL		
Total Brand Drugs (AWP)	<i>Dollars.</i>	<i>Percent.</i>
Total Generic Drugs (AWP)	<i>Dollars.</i>	<i>Percent.</i>
Projected Rebate Revenue (WAC)	<i>Dollars.</i>	<i>Percent.</i>
MAIL		
Total Brand Drugs (AWP)	<i>Dollars.</i>	<i>Percent.</i>
Total Generic Drugs (AWP)	<i>Dollars.</i>	<i>Percent.</i>
Projected Rebate Revenue (WAC)	<i>Dollars.</i>	<i>Percent.</i>
SPECIALTY		

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Total Brand Drugs (AWP)	<i>Dollars.</i>	<i>Percent.</i>
Total Generic Drugs (AWP)	<i>Dollars.</i>	<i>Percent.</i>
Projected Rebate Revenue (WAC)	<i>Dollars.</i>	<i>Percent.</i>

6.3 Allowances

6.3.1 Please complete the following table:

Allowance	Description	Response
Implementation	Place the \$ (dollar) Per Member amount or the flat dollar (\$) amount you are offering the Fund.	<i>Dollars.</i>
Pre-Implementation Audit	Place the flat dollar (\$) amount you are offering the Fund to be used to conduct a pre or post-implementation audit	<i>Dollars.</i>
Audit	Place the dollar (\$) Per Member amount or the flat dollar (\$) amount you are offering the Fund to be used annually to verify the Fund is receiving discounted costs and major services as contracted as well as 100% of rebates.	<i>Dollars.</i>
General Pharmacy Program Management	Place the \$ (dollar) Per Member amount or the flat dollar (\$) amount you are offering the Fund for general expenses related to the management of the pharmacy benefits program such as pharmacy claim and rebate audits, communication expenses, clinical programs, consulting fees or be used as a credit against claim invoices.	<i>Dollars.</i>

6.4 Generic Drugs - Dispensing Rate Guarantees

6.4.1 1. Complete the table below for contract Years 1, 2, and 3. Note that generic dispensing rate includes only true instances of generic dispensing (i.e., exclude multi-source brand drugs dispensed under member-pay-difference plan designs).

Guaranteed GDR	Retail ≤ 30 days	Retail >30 days [Use if applicable]	Mail Order
Year 1	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>

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Year 2	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Year 3	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>

6.4.2 What dollar amount are you prepared to put at risk for failure to meet your GDR guarantee?

Unlimited.

6.4.3 Confirm the PBM's Generic Dispensing Rate Guarantee will be measured and reconciled on a component basis and a shortfall in one delivery channel will not be used to offset a shortfall in another delivery channel.

Unlimited.

6.5 Specialty Pharmacy Program Pricing

6.5.1 Please provide your organization's definition and qualification criteria of a “specialty drug product.”

Unlimited.

6.5.2 Provide an AWP-based pricing list of all specialty pharmaceuticals that your company dispenses and distributes to providers and patients. Your pricing must include adequate supplies of ancillaries such as needles, swabs, syringes, and containers. The following items must be included in your list:

- a. Product Name
- b. Therapeutic Group/Therapeutic Category
- c. Guaranteed Minimum AWP Discount for all specialty pharmacy program prescriptions for the open specialty arrangement.

Unlimited.

6.5.3 Complete the following table under the proposed Open specialty arrangement:

Specialty Drugs Dispensed at Participating Retail Pharmacies	Year 1	Year 2	Year 3
Overall Effective Discount (OED) Guarantee	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guaranteed Discount from AWP for all Brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guaranteed Discount from AWP for all Generics	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guaranteed Discount from AWP for all Biosimilar Products	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Confirm New to Market Specialty Drugs and New to Market Limited Distribution Specialty Drugs will be included in the above OED guarantee	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>

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Dispensing Fee (Per Rx)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Administrative Fee (Per Rx)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Rebate Guarantee – Managed Formulary (with drug coverage exclusions) – Per Brand Rx (brand)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>

6.5.4 Complete the following table:

Specialty Drugs Dispensed at the PBM's Specialty Pharmacy	Year 1	Year 2	Year 3
Overall Effective Discount (OED) Guarantee	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guaranteed Discount from AWP for all Brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guaranteed Discount from AWP for all Generics	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guaranteed Discount from AWP for all Biosimilar Products	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Confirm New to Market Specialty Drugs and New to Market Limited Distribution Specialty Drugs will be included in the above OED guarantee	<i>Unlimited.</i>	<i>Unlimited.</i>	<i>Unlimited.</i>
Dispensing Fee (Per Rx)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Administrative Fee (Per Rx)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Minimum Rebate Guarantee – Managed Formulary (with drug coverage exclusions) – Per Brand Rx (brand)	<i>Dollars.</i>	<i>Dollars.</i>	<i>Dollars.</i>
Overall Effective Discount (OED) Guarantee	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>
Guaranteed Discount from AWP for all Brands	<i>Percent.</i>	<i>Percent.</i>	<i>Percent.</i>

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6.5.5 Please confirm the proposed “Minimum Rebate Guarantee” for Specialty Drugs as indicated on 6.5.3 and 6.5.4 above are based on a “per specialty brand drug” basis.

Unlimited.

6.5.6 Please describe any price inflation guarantee you are putting forth for specialty drugs.

Unlimited.

6.5.7 Please provide the guaranteed default specialty pharmacy program (both open and exclusive specialty arrangements) discount guarantees.

Unlimited.

6.5.8 Confirm that your proposed guarantees for the non-specialty retail/mail program are not contingent upon the Fund's purchase of your specialty drug program? Should the Fund elect to carve-out specialty drug administration during the term of the contract, the proposed non-specialty pricing will still be guaranteed.

Unlimited.

6.5.9 Provide a list of Limited Distribution Specialty Drug Products that are excluded from your specialty drug pricing guarantees - Overall Effective Discount (OED) Guarantee, Dispensing Fee, and/or Rebate. From the RFP claim data, provide a chart of the Fund's Limited Distribution Specialty Drug Products.

Unlimited.

6.6 EGWP Administration

6.6.1 The objective of the EGWP portion of this RFP is to evaluate qualified bidders that will offer self-insured, high quality, cost effective prescription drug benefits programs for EGWP with Wrap to the Fund's Medicare-eligible members. The Fund requires matching the existing plan design and incurring minimal disruption to the current drug formulary and pharmacy network.

Unlimited.

6.6.2 Do you maintain a Center for Medicare and Medicaid Services (CMS) approved prescription drug Medicare Part D plan in the form of an Employer Group Waiver Plan (EGWP)? Yes/No.

Unlimited.

6.6.3 Confirm that you will mirror the current retiree plan design as closely as possible consistent with CMS regulation. Please provide a description of any deviations from the current plan design.

Unlimited.

6.6.4 Describe your capabilities to provide a secondary commercial wrap benefit to the EGWP in order to maximize the pharmaceutical manufacturers coverage gap discount program (CGDP).

Unlimited.

6.6.5 Verify that your P&T Committee meets CMS' requirements for objectivity and validity.

Unlimited.

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6.6.6 Please provide an NDC-level, copy of your Medicare Part D formulary in a Microsoft Excel format that includes formulary indicators.

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

6.6.7 Confirm that you will provide all CMS required filings related to formulary, medication therapy management (MTM), and other clinical programs on a timely basis.

Unlimited.

6.6.8 How many group EGWP contracts do you presently insure or administer?

Unlimited.

6.6.9 Confirm that you will provide all CMS required filings related to certification of compliance to all waste, fraud, and abuse requirements.

Unlimited.

6.6.10 Confirm you provide a pharmacy network per CMS requirements by providing a GeoAccess report.

Unlimited.

6.6.11 Provide a pharmacy network disruption analysis using the claims data to identify the number and percentage of members potentially affected.

Unlimited.

6.6.12 Confirm you will coordinate benefits with Medicare at point-of-sale to ensure members receive benefits seamlessly.

Unlimited.

6.6.13 Confirm you will apply the required 50% Pharma discount for Part D applicable drugs at point-of-sale.

Unlimited.

6.6.14 Confirm that you will provide all CMS-required member communications.

Unlimited.

6.6.15 Confirm that the Fund will have the ability to customize member communications at no additional charge.

Unlimited.

6.6.16 Describe the transition process you will utilize for members who are currently using non-formulary prescription drugs, drugs requiring prior authorization, step therapy, and quantity level limits.

Unlimited.

6.6.17 Describe the enrollment/disenrollment process and include detail regarding the timing of when enrollment/disenrollment changes go into effect.

Unlimited.

6.6.18 Confirm that you will provide separate reporting and billing for the EGWP group.

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Unlimited.

6.6.19 Confirm you will process low-income premium subsidy refunds to members and the Fund as well as low-income cost sharing refund requests to the members.

Unlimited.

6.6.20 Are there any charges for CMS required services that are not included in the EGWP plan premium? Please list each service and associated charge separately.

Unlimited.

6.6.21 Confirm the quoted plan does NOT cover non-Part D drugs.

Yes/No.

6.6.22 Confirm that the quoted plan offers members continuous coverage through the coverage gap / donut hole.

Yes/No.

6.6.23 Confirm that the quoted plan does not cover Part B drugs after a review determines that the drug is truly a Part B drug.

Yes/No.

6.6.24 What, if any, categories of drugs, types of drugs, and specific drugs will not be covered by this EGWP plan even with the additional requirement of coverage of non-Part D drugs? Note if any of these exclusions are covered by Part B.

Yes/No.

6.6.25 Is Part B claims handling included in your base administrative fee?

Yes/No.

6.6.26 Describe how your firm will send point-of-sale (POS) messaging and/or coordinate with the medical carrier regarding Part B drugs. Please describe all options and any applicable fees.

Unlimited.

6.6.27 Do you agree to provide the following services under the EGWP Plan? Please complete the table below.

Employer Group Waiver Plan	Bidder Response
Collect and validate Medicare HICN	<i>Yes/No.</i>
Research and resolve enrollment errors	<i>Yes/No.</i>
Medication Therapy Management (MTM) Program	<i>Yes/No.</i>

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Monitor and track all changes made by CMS	<i>Yes/No.</i>
Enrollment modifications resulting in Low-Income assistance as granted or removed by CMS	<i>Yes/No.</i>
Benefit Consultation and Actuarial Equivalence validation	<i>Yes/No.</i>
Fraud, Waste and Abuse Program	<i>Yes/No.</i>
Grievance, Appeals, and coverage determination – investigate and resolve complaints from the CMS Complaint Tracking Module	<i>Yes/No.</i>
Full enrollment reports (accepted, rejected, or CMS changes)	<i>Yes/No.</i>
Evidence of Coverage (EOC)/ID Card/Abridged Formulary/Pharmacy Directory	<i>Yes/No.</i>
Annual Notices of Changes/EOC	<i>Yes/No.</i>
Low-Income Subsidy (LIS) Rider	<i>Yes/No.</i>
LIS premium refunds directly to low-income retirees	<i>Yes/No.</i>
Transition Letters	<i>Yes/No.</i>
Explanation of Benefits (Monthly)	<i>Yes/No.</i>
Receive and reconcile CMS Direct Subsidy (paid – 45 days after receipt), LIS, LICS, (Paid at time of reconciliation) and Catastrophic Payments (paid at time of reconciliation)	<i>Yes/No.</i>
Reconcile LIS eligibility with CMS on a monthly basis	<i>Yes/No.</i>
Manage TrOOP	<i>Yes/No.</i>

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6.7 Performance Guarantees

The Fund will require specific performance guarantees. All guarantees shall be set and measured quarterly (with a few exceptions), and must be measured on a Plan-specific basis. Measurement of performance guarantees may be based on internal self-reporting, subject to independent audit.

6.7.1 Confirm the penalties described below will not be the sole and exclusive remedy available to the Fund for such failure. Confirm the PBM will pay any amount owed to the Fund and/or its members if the Fund fails to properly administer claims

Unlimited.

6.7.2 The Fund is looking for flat dollar (\$) performance guarantee amount and the ability to select the weighting for each metric. In addition, you may provide other guarantees designed to differentiate your program.

	Standard	Measurement Criteria (BOB or Client specific)	Penalty Dollars at Risk	Timing of Payments
Implementation	Indicate the Total Implementation Performance Guarantees Amount you are proposing to the Fund.	N/A	<i>Dollars.</i>	<i>Unlimited.</i>
Ongoing	Indicate the Total Ongoing Annual Performance Guarantees Amount you are proposing to the Fund.	N/A	<i>Dollars.</i>	<i>Unlimited.</i>
Ongoing	Confirm the Fund may allocate the preferred weighting (e.g., 0% to 30%) for the Performance Guarantees below prior to the start of each Contractual Year.	<i>Unlimited.</i>		
Implementation Performance Guarantees				
Clean Implementation	No systems errors, ID card delays, and the Fund's online access to all tools prior to effective date	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Implementation Timeline	Implementation team will be assigned and introduced to the Fund at least 6 months in advance of effective date	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>

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Implementation Team	Implementation team members will not change and will be responsible for the accurate installation of all administrative, clinical and financial parameters for the Fund's program	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Implementation Satisfaction Scorecard	Assigned Account Executive will work with the Fund prior to the start of implementation to agree on terms of a satisfaction scorecard to be issued to the Fund after effective date for completion	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Ongoing Performance Guarantees				
Payment Accuracy & System Performance				
Protected Health Information	PBM guarantees no incidents in violation of HIPAA Security Rules which results in a transmission of electronic PHI for the Fund's covered members. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Plan Administration Accuracy	Implementation of all plan design changes will be 100% accurate. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Pricing Change Accuracy	Implementation of all pricing changes will be 100% accurate. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Financial accuracy (electronic and paper claims)	Percentage of claim payments made without error relative to the total dollars paid will be at least 99%. This is measured and reported on a quarterly basis and on a	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>

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	Plan-specific basis.			
Mail Service Non-Financial Accuracy	The mail service pharmacy shall guarantee dispensing accuracy of at least 99.996% (correct participant name, correct participant address, correct drug, correct dosage form, and correct strength). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
System Downtime	At least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Invoicing Errors	All invoicing errors will be credits back to the Fund by next billing cycle or PBM will pay interest. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Claims Eligibility Data	Eligibility loads not to exceed 24-hours after receipt. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Eligibility Data Error Reporting	Eligibility file error reporting on all eligibility file updates will be provided to the Fund within 2 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Eligibility Error Rate Audits	Error rate identified through quarterly audits shall not exceed, on an average basis, 2%. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Retail Pharmacy Audit	100% of participating retail pharmacies will be subject to automated review audits and	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>

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	20% of participating pharmacies will be subject to further investigation (e.g., desk audits, on-site audits, etc.) as a result of the automated review audits. This is measured and reported on a quarterly basis and on a Plan-specific basis.			
Retail Pharmacy Turnover	Less than 5% of retail pharmacies will leave the retail network. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Claims Detail File	All claims detail files sent to external vendors will be provided within 8 days of request or scheduled delivery date. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Account Management				
Contracting Cooperation	Response to recommended contract language changes within 10 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Client Approval of Member Communications	100% of all member communications will be approved by the Fund - exceptions for drug recalls and urgent patient safety communications. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Online Reporting Data Availability	Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month. This is measured and reported on annual basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Delivery of Standard Reports	Within 30 days of end of reporting quarter. This is measured and reported on	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>

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	a quarterly basis and on a Plan-specific basis.			
Accuracy of Standard Reports	All standard reports provided will be 100% accurate. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Pharmacy Audit Resolution	48 hours after receipt of findings. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
PBM Account Team's Performance	The PBM account team's performance for each Contract Year will receive an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between the Fund and the PBM at the beginning of such Contract Year) from the Company's benefits staff. This is measured and reported on an annual basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Account Management Turnover	Account team members will remain constant for at least the first 18 months of the contract period, unless a change in account management staff is requested by the Fund. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Issue Resolution: The Fund Staff Involvement / Escalation	PBM will resolve member issues within 48 business hours for any case that required the involvement of the Fund's staff due to incorrect or incomplete information being provided by the PBM. If not resolved within 48 hours, a penalty will be applied per case, up to an annual maximum. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Member Services				

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Mail Turnaround – Prescriptions not requiring intervention	95% of prescriptions dispensed within average of 2 business days and 100% within average of 3 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Mail Turnaround – Prescriptions requiring intervention	95% of prescriptions dispensed within average of 4 business days and 100% within average of 5 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Paper Claims Turnaround	95% of prescriptions reimbursed within average of 10 business days and 100% within average of 14 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
ID Cards Mailing	98% of all ID cards are sent within 5 business days of receipt of eligibility. 100% mailed within 10 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Replacement ID Card Mailing	Standard replacement ID cards will be produced within an annual average of five (5) business days of the request. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Mailing Member Materials	All applicable member materials (for example, mail order forms) will be mailed at least 10 days prior to the effective date and will be 100% accurate (provided that eligibility file was received at least 30 days prior to the effective date). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>

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Phone Average Speed of Answer	100% of calls to the Fund-specific toll free line shall be answered within 20 seconds (excluding IVR). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Phone Abandonment Rate	All calls to the Fund-specific toll free line shall be answered with an abandonment rate of 3% or less. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Written Inquiry Answer Time	95% of inquiries responded to in 5 business days - 100% in 20 business days. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Member Satisfaction Survey	The PBM agrees to conduct a Member Satisfaction Survey for each contract year and that the Satisfaction Rate will be 90% or greater. A penalty of \$100,000 per Contract Year may be assessed against the PBM for failure to meet this standard. "Member Satisfaction Rate" means (i) the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; the Fund must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the Performance standard to be applicable. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>
Issue Resolution: Verbal Inquiries	PBM will resolve 99% of all telephone issues at the first point of contact (the number of telephone inquiries completely resolved at the time of initial contact divided by the total number of calls). This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>

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Issue Resolution: Written Inquiries	PBM will resolve 98% of all written inquiries within 10 business days of receipt of inquiry. This is measured and reported on a quarterly basis and on a Plan-specific basis.	<i>Unlimited.</i>	<i>Dollars.</i>	<i>Unlimited.</i>

7 Questionnaire

7.1 Minority Affiliation

7.1.1 CTPF is an equal employment opportunity employer, and endeavors to increase the utilization of vendors who are MWDBE companies. Please provide any information relative to your Firm's minority Firm affiliations or minority Firm participation in the engagement, and a MWDBE breakdown for your Firm. Please also provide any MWDBE subcontractors/subvendors that Respondent intends to use on this contract, including the name, role, and expected payments and percentage utilization.

Unlimited.

7.2 Waiver of Claims

7.2.1 By submitting a proposal, the Respondent agrees to waive any claim it has or may have against CTPF, its Board of Trustees, and/or CTPF officers, employees, and agents arising out of or in connection with the administration, evaluation, or recommendation of any proposal, the waiver of any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of the contract.

Yes/No.

7.3 Contract Negotiations

7.3.1 Once the Respondent(s) has been selected to perform the services, the parties will begin negotiating the terms of the engagement. CTPF does not anticipate or desire a lengthy negotiation. CTPF may, in its sole discretion, terminate negotiations and proceed to engage another party for such services, whether or not that party was a Respondent, if the parties are unable to expediently negotiate an agreement or reach a bargaining impasse.

Yes/No.

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7.4 Notice Regarding Illinois Public Records

7.4.1 The proposal that you submit will be subject to the Illinois Freedom of Information Act (5 ILCS 140/) "FOIA Act"). The FOIA Act provides generally that all records in the custody or possession of a public body are presumed to be open to inspection or copying. Any public body that asserts that a record is exempt from disclosure has the burden of proving by clear and convincing evidence that such record is exempt from disclosure. CTPF will determine, in its sole discretion, whether the materials are subject to public disclosure, if a request is made in accordance with the FOIA Act for materials submitted in response to this RFP. If CTPF denies a public records request based on a Respondent's representation that such information is proprietary, privileged, and/or confidential, Respondent, by submission of a response to this RFP making these proprietary, privileged, and/or confidential assertions, agrees to reimburse CTPF for, and to indemnify, defend, and hold harmless CTPF, its officers, Trustees, fiduciaries, employees, and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to CTPF's complete or partial FOIA denial based on Respondent's assertions. By submitting your proposal, you further agree to indemnify, defend (at CTPF's discretion), and hold CTPF harmless from and against any and all Claims arising from or relating to CTPF's complete or partial disclosure of your proposal if CTPF determines, in its sole discretion, that such disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

Unlimited.

7.5 Most Favored Terms

7.5.1 All prices, terms, warranties, and benefits offered by the Respondent in its proposal must be comparable or better than those offered by the Respondent in agreements with substantially similar governmental or quasi-governmental clients. Should the Respondent make available more favorable terms to a substantially similar governmental or quasi-governmental client with respect to the types of services set forth in Respondent's proposal, Respondent will make such prices, terms or conditions available to CTPF.

Yes/No.

7.6 Disclosures

7.6.1 All Respondents must provide the written disclosures requested below in categories (i) through (ix) as part of their RFP responses. A response must be provided for each disclosure category below. Respondents should use "none" or "not applicable" as appropriate. Your disclosures must be clearly labeled as an exhibit to your proposal.

Unlimited.

7.6.2 The Respondent must disclose, labeling each category, separately: (a) any entity that is a parent of, or owns a controlling interest in, the Respondent, (b) any entity that is a subsidiary of, or in which a controlling interest is owned by, the Respondent, (c) any persons or entities who have an ownership or distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%), and (d) any persons who serve as executive officers of the Respondent, including their titles.

Unlimited.

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7.6.3 The Respondent must disclose, separately: (a) any direct or indirect payments in excess of \$1,000 per calendar year within the prior five (5) calendar years made to any community or not-for-profit organization relating to public education by: (i) the Respondent, (ii) any executive officer of the Respondent, (iii) any parent entity of the Respondent, (iv) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and (v) any Shareholder of Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%); (b) any formal involvement with any community or not-for-profit organization relating to public education by any person or entity identified in (a) above; and (c) any involvement as a member or director of a charter school that contributes to the Fund of any person or entity identified in (a) above. For purposes of this Section XXIII (ii) and (iii), "Shareholder" shall mean any person who has an ownership or distributive income share in the Respondent.

Unlimited.

7.6.4 The Respondent must disclose if: (a)(i) any executive officer of the Respondent, (ii) any parent entity, (iii) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and (iv) any Shareholder of the Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%) has given any direct or indirect financial support in excess of \$1,000 per calendar year within the prior five (5) calendar years or (b) whether the persons or entities identified in (a) above have had any formal involvement within the prior five (5) calendar years with a community or not-for-profit organization with a central purpose of influencing public policy related to budgetary and fiscal policy which directly or indirectly relates to the continued availability and long-term viability of defined benefit pensions in the public sector, to education policy, or to retirement security policy.

For the purposes of this disclosure, an organization has the "central purpose" of influencing policy if it is understood with the exercise of reasonable due diligence, including but not limited to the examination of the organization's IRS filings and other publicly-available statements of purpose, that the organization intends to affect policy or engage in lobbying or other advocacy activity. A Respondent is not required to disclose contributions to organizations that engage in such activities in furtherance of providing medical research, aid to the poor, disaster relief, or other such tangible goods or service. The Trustees have determined that the following organizations presently fall under this required disclosure:

American Enterprise Institute,
American Legislative Exchange Council,
Brookings Institution,
California Common Sense,
California Policy Center,
Civic Committee of the Commercial Club,
Heritage Foundation,
Howard Jarvis Taxpayers Association,
Illinois Municipal League,
Illinois Policy Institute,
Independent Institute,
Jessie Ball DuPont Fund,
Laura and John Arnold Foundation,
Mackinac Center for Public Policy,
Manhattan Institute for Policy Research,
Massachusetts Taxpayers Foundation,
Mercatus Center at George Mason University,
National Council on Teacher Quality,
National Institute for Labor Relations Research,

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Nelson Rockefeller Institute of Government,
National Taxpayers United of Illinois,
Pioneer Institute,
R Street Institute,
Reason Foundation,
Show Me Institute,
State Policy Network,
StudentsFirst,
Taxpayers for Sustainable Pensions,
Taxpayers United of America,
Teacherspensions.org,
Texas Public Policy Foundation,
The Future of Freedom of Foundation,
The Pew Charitable Trust,
UnionWatch,
Urban Institute,
Wyoming Liberty Group, and
Any state or local affiliates or chapters of the above organizations.

Unlimited.

7.6.5 The Respondent and any parent, controlling entity, subsidiary, or affiliate must disclose any direct or indirect financial relationships, transactions, or consulting agreements with the Chicago Board of Education entered into within the prior five (5) calendar years. Any such direct or indirect financial relationships, transactions, consulting agreements, or consulting-related contracts with the Chicago Board of Education entered into on or after the execution of an agreement shall be identified in an amended Respondent Disclosure within thirty (30) calendar days of any new relationship, transaction, investment, agreement, or contract with the Chicago Board of Education.

Unlimited.

7.6.6 The Respondent must disclose the names and addresses of any subcontractors and the expected amount and/or percentage of money each will receive under the agreement if authorized by the Fund.

Unlimited.

7.6.7 The total number of Respondent's staff. The number of Respondent's staff and percentage of its staff, broken out separately for each category, who are (1) a minority person, (2) a female, or (3) a person with a disability. This information must be provided using the EEOC chart available on CTPF's website. **Please complete and upload the EEOC Chart (Exhibit II) in ProposalTech.** Supplemental information to the EEOC chart is welcome.

Unlimited.

7.6.8 The number of current contracts that the Respondent has with a (1) minority owned business, (2) female owned business, or (3) business owned by a person with a disability.

Unlimited.

7.6.9 The number of current contracts that the Respondent has with a business other than (1) a minority owned business, (2) a female owned business, or (3) a business owned by a person with a disability, under which, while the business is not owned by one of the above categories, where more than fifty percent (50%) of

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services performed pursuant to the contract are performed by (1) a minority person, (2) a female, or (3) a person with a disability.

Unlimited.

7.6.10 The Respondent shall agree to annually disclose various EEO data and diversity of vendor's contracts as required by the Fund.

Unlimited.

7.7 Agreement and Approval

7.7.1 The Fund may select one or more firms to provide the services described herein.

To the extent one or more firms are selected, CTPF will work to negotiate an agreement with the selected firm(s), giving due consideration to the stipulations in the Firm's(s') submitted standard agreement.

The selected firm(s) shall be required to assume full responsibility for all services and activities offered in its/their proposal whether or not provided directly. Further, CTPF will consider the selected firm(s) to be the sole point of contact with regard to contractual matters, including payment of fees.

The selected firm(s) and its/their personnel, including subcontractors, shall treat any and all information provided by CTPF as confidential and is/are prohibited from using that information for any other purposes than those provided by contract, without CTPF's express written consent.

The selected firm(s) shall not use a subcontractor without CTPF's express written consent. All terms and conditions of a contract with the selected firm(s) shall be equally binding on any subcontractors.

The selected firm(s) shall meet specific performance standards established during the contract negotiation process. The approved project schedule, specifying agreed upon, significant milestone events, and a project completion date, shall be incorporated into the contract as projects are identified and assigned to the successful Respondent(s) by CTPF.

Unlimited.